

REMARKS

Reconsideration of the pending application is respectfully requested on the basis of the following particulars.

1. In the claims

As shown in the foregoing AMENDMENT TO THE CLAIMS, the claims have been amended to more clearly point out the subject matter for which protection is sought.

Claims 3-6, 8-25 and 27-31 are cancelled without prejudice or disclaimer and applicant reserves the right to file a divisional application drawn to the previously non-elected inventions.

Claim 2 is amended to more specifically recite that the calculation of the advertisement delivery charges is based upon "advertisement information content, designated location for presentation of the advertisement information and advertisement information presentation time period." No new matter is added, since support for the amendment is clearly found at least in paragraphs [0052], [0067], [0068] and [0148] of the accompanying description in the specification.

Entry of the AMENDMENT OF THE CLAIMS, at least for the purposes of appeal, is respectfully requested in the next Office communication.

2. Rejection of claims 3, 6, 8, 9 and 12 under 35 U.S.C. § 102(e) as being anticipated by U.S. patent 6,526,275 (Calvert)

This rejection is rendered moot by the cancellation of claims 3, 6, 8, 9 and 12.

Accordingly, withdrawal of this rejection is respectfully requested.

3. Rejection of claims 10 and 11 under 35 U.S.C. § 103(a) as being unpatentable over U.S. patent 6,526,275 (Calvert)

This rejection is rendered moot by the cancellation of claims 10 and 11.

Accordingly, withdrawal of this rejection is respectfully requested.

4. Rejection of claims 4 and 5 under 35 U.S.C. § 103(a) as being unpatentable over U.S. patent 6,526,275 (Calvert) in view of U.S. patent 6,647,257 (Owensby)

This rejection is rendered moot by the cancellation of claims 4 and 5.

Accordingly, withdrawal of this rejection is respectfully requested.

5. Rejection of claims 2 and 31 under 35 U.S.C. § 103(a) as being unpatentable over U.S. patent 6,526,275 (Calvert) in view of New Riverside University Dictionary ("the dictionary")

In as far as this rejection applies to claim 31, this rejection is rendered moot by the cancellation of claim 31.

In as far as this rejection applies to amended claim 2, reconsideration of this rejection is respectfully requested on the basis that the rejection fails to establish a *prima facie* case of obviousness.

Neither the Calvert patent nor the dictionary disclose calculating advertisement delivery charges for the delivery based on "advertisement information content, designated location for presentation of the advertisement information and advertisement information presentation time period," as required by amended claim 2.

The Calvert patent discloses a method of advertising where the sponsors *offer to pay fees* in order to receive preferential treatment of the sponsor's advertisements (col. 3, lines 34-38; col. 9, line 61 through col. 10, line 14; col. 14, lines 29-46; col. 16, lines 25-38). That is, the fee paid by the sponsors is like a bid, based upon the individual expectations of each sponsor, rather than an actual fee based upon services provided. In fact, not every sponsor is required to pay a fee (col. 3, lines 34-38; col. 9, line 61 through col. 10, line 14; col. 14, lines 29-46; col. 16, lines 25-38).

In the system of the Calvert patent, the sponsors determine the fees they are willing to pay in order to have their advertisement preferentially displayed. This is a completely different system than the method of claim 2. The method in claim 2 calculates a set fee based upon all three of the following factors: the particular

advertisement content, the designated location for presentation of the advertisement and the presentation time period of the advertisement.

This fee will be a value that can be calculated by the sponsor, and included in the business decision of the sponsor to purchase advertisement space and time. This is in stark contrast to the system of the Calvert patent, which requires the sponsors to outbid each other for a particular advertisement space and time period. Such a bidding system does not easily lend itself to inclusion in a fixed budget.

Further, the dictionary definition of invoice does not cure the deficiencies of the Calvert patent. An invoice is a list of goods or services. There is no disclosure in the definition of an invoice that one can calculate a set advertising charge based upon all three of the following factors: the particular advertisement content, the designated location for presentation of the advertisement and the presentation time period of the advertisement.

An invoice is merely an accounting of charges, and does not deal at all with the calculation of the charges listed on the invoice. The rejection improperly expands the definition of an invoice beyond that cited by the dictionary to include calculating costs. There is simply no support for this expansion in any of the cited documents.

Because neither the Calvert patent nor the dictionary disclose every limitation of amended claim 2, a *prima facie* case of obviousness cannot stand. Therefore, withdrawal of this rejection is respectfully requested.

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Examiner: San D. PHU  
Art Unit: 2682

6. Conclusion

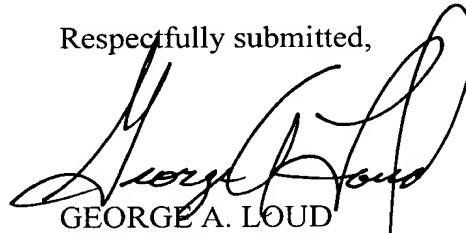
As a result of the amendment to the claims, and further in view of the foregoing remarks, it is respectfully submitted that the application is in condition for allowance. Accordingly, it is respectfully requested that every pending claim in the present application be allowed and the application be passed to issue.

If any issues remain that may be resolved by a telephone or facsimile communication with the applicants' attorney, the examiner is invited to contact the undersigned at the numbers shown below.

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Respectfully submitted,



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